

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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TZIREL UNGAR and SAMMY TEITELBAUM,	:
on behalf of themselves and all other similarly	:
situated consumers,	:
	:
Plaintiffs,	:
	:
-against-	:
	:
STEPHEN LATZMAN, ESQ.,	:
	:
Defendant.	:
-----X	

Civil Action No.: CV-12-003369

ANSWER TO COMPLAINT

Defendant STEPHEN LATZMAN, ESQ. (“Defendant”), by and through his undersigned counsel, GORDON & REES LLP, answers the Class Action Complaint (“Complaint”) of plaintiffs TZIREL UNGAR and SAMMY TEITELBAUM on behalf of themselves and all other similarly situated consumers (“Plaintiffs”) as follows:

1. Defendant denies the allegations contained in paragraph “1” of the Complaint, and respectfully refers all questions of law to the Court.
2. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “2” of the Complaint.
3. Defendant denies the allegations contained in paragraph “3” of the Complaint, and respectfully refers all questions of law to the Court.
4. Defendant denies the allegations contained in paragraph “4” of the Complaint, except admits that he maintains a law practice in New York, New York.
5. Defendant denies the allegations contained in paragraph “5” of the Complaint.

6. Defendant denies the allegations contained in paragraph “6” of the Complaint, and respectfully refers all questions of law to the Court.

7. Defendant denies the allegations contained in paragraph “7” of the Complaint, and respectfully refers all questions of law to the Court.

8. Defendant denies the allegations contained in paragraph “8” of the Complaint, and respectfully refers all questions of law to the Court.

9. Defendant denies the allegations contained in paragraph “9” of the Complaint.

10. Defendant denies the allegations contained in paragraph “10” of the Complaint.

11. Defendant denies the allegations contained in paragraph “11” of the Complaint.

12. Defendant denies the allegations contained in paragraph “12” of the Complaint, except admits that Plaintiffs are referring to a written document and respectfully refer the Court to the document for a full and accurate description of the contents therein.

13. Defendant denies the allegations contained in paragraph “13” of the Complaint, except admits that Plaintiffs are referring to a written document and respectfully refers the Court to the document for a full and accurate description of the contents therein.

14. Defendant denies the allegations contained in paragraph “14” of the Complaint, except admits that Plaintiffs are referring to a written document and respectfully refers the Court to the document for a full and accurate description of the contents therein.

15. Defendant denies the allegations contained in paragraph “15” of the Complaint, except admits that Plaintiffs are referring to a written document and respectfully refers the Court to the document for a full and accurate description of the contents therein.

16. Defendant denies the allegations contained in paragraph “16” of the Complaint, except admits that Plaintiffs are referring to a written document and respectfully refers the Court to the document for a full and accurate description of the contents therein.

17. Defendant denies the allegations contained in paragraph “17” of the Complaint, except admits that Plaintiffs are referring to a written document and respectfully refers the Court to the document for a full and accurate description of the contents therein.

18. Defendant denies the allegations contained in paragraph “18” of the Complaint.

19. Defendant denies the allegations contained in paragraph “19” of the Complaint.

20. Defendant denies the allegations contained in paragraph “20” of the Complaint, and respectfully refers all questions of law to the Court.

21. Defendant denies the allegations contained in paragraph “21” of the Complaint, and respectfully refers all questions of law to the Court.

22. Defendant denies the allegations contained in paragraph “22” of the Complaint, and respectfully refers all questions of law to the Court.

23. Defendant denies the allegations contained in paragraph “23” of the Complaint.

24. Defendant denies the allegations contained in paragraph “24” of the Complaint, and respectfully refers all questions of law to the Court.

25. Defendant denies the allegations contained in paragraph “25” of the Complaint, and respectfully refers all questions of law to the Court.

26. Defendant denies the allegations contained in paragraph “26” of the Complaint.

27. Defendant denies the allegations contained in paragraph “27” of the Complaint, and respectfully refers all questions of law to the Court.

28. Defendant denies the allegations contained in paragraph “28” of the Complaint, and respectfully refers all questions of law to the Court.

29. Defendant denies the allegations contained in paragraph “29” of the Complaint, and respectfully refers all questions of law to the Court.

30. Defendant denies the allegations contained in paragraph “30” of the Complaint, and respectfully refers all questions of law to the Court.

31. Defendant denies the allegations contained in paragraphs “31(a)-(b),” inclusive, of the Complaint, and respectfully refers all questions of law to the Court.

32. Defendant denies the allegations contained in paragraph “32” of the Complaint.

33. Defendant denies the allegations contained in paragraph “33” of the Complaint.

AS AND FOR A FIRST CAUSE OF ACTION

34. In response to paragraph “34” of the Complaint, Defendant repeats and realleges each and every response made in paragraphs “1” through “33” as if fully set forth herein.

35. Defendant denies the allegations contained in paragraph “35” of the Complaint.

36. Defendant denies the allegations contained in paragraph “36” of the Complaint, and respectfully refer all questions of law to the Court.

37. Defendant denies the allegations contained in paragraphs “37(A)-(E),” inclusive, and respectfully refers all questions of law to the Court.

38. Defendant denies the allegations contained in paragraph “38” of the Complaint, and respectfully refers all questions of law to the Court.

39. Defendant denies the allegations contained in paragraph “39” of the Complaint.

40. Defendant denies the allegations contained in paragraph “40” of the Complaint, and respectfully refers all questions of law to the Court.

41. Defendant denies the allegations contained in paragraph “41” of the Complaint, and respectfully refers all questions of law to the Court.

42. Defendant denies the allegations contained in paragraph “42” of the Complaint, and respectfully refers all questions of law to the Court.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant is not a “debt collector” as that term is defined in 15 U.S.C. § 1692a.

THIRD AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, by applicable statutes of limitations.

FOURTH AFFIRMATIVE DEFENSE

Defendant did not breach any legal duty to Plaintiffs.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs claims are barred by the “bona fide error” defense pursuant to 15 U.S.C. § 1692k(c).

SIXTH AFFIRMATIVE DEFENSE

This Court lacks subject matter jurisdiction.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs claims are barred, in whole or in part, by the doctrine of laches.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs claims are barred, in whole or in part, by the doctrines of *res judicata* and collateral estoppel.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs cannot establish the requirements necessary to certify a class.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant reserves the right to add further affirmative defenses as warranted by the development of the factual record in this case.

PRAYER FOR RELIEF

WHEREFORE, Defendant STEPHEN LATZMAN, ESQ. demands judgment dismissing the Complaint of Plaintiffs TZIREL UNGAR and SAMMY TEITELBAUM, on

behalf of themselves and all other similarly situated consumers, in its entirety and with prejudice, together with costs and attorney's fees, and for such other and further relief as the Court may deem just and proper.

Dated: New York, New York
September 10, 2012

GORDON & REES LLP

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(212) 269-5505 (Fax)

By: /s/JOSHUA S. HURWIT
Joshua S. Hurwit (JH 1058)